

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/28/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	NRD, LLC
Street Address:	2937 Alt Boulevard
City:	Grand Island
State/Country:	NEW YORK
Postal Code:	14072
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3380634	FIREFLY
Registration Number:	3368323	FIREFLY
Registration Number:	1383196	STATICMASTER
Registration Number:	3474210	NEUTRALIZER
Registration Number:	3031575	SIMPLY NEUTRAL
Registration Number:	3034555	NRD
Registration Number:	3010900	NRD
Registration Number:	0943563	NUCLESTAT

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: mstorck@lippes.com
 Correspondent Name: Michael E. Storck
 Address Line 1: 665 Main Street, Suite 300

OP \$215.00 3380634

Address Line 4: Buffalo, NEW YORK 14203

NAME OF SUBMITTER:	Michael E. Storck
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Signature:	/Michael E Storck/
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Date:	10/19/2012
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (ABL)

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) dated as of September 28, 2012, from JPMorgan Chase Bank, N.A., as US Collateral Agent and Administrative Agent (the “Agent”) for the banks and other financial institutions or entities (the “Lenders”) parties to the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Mark IV, LLC (“Parent”), Mark IV Global Holding Corp. (“Holdings”), Mark IV Industries, Inc. (“Mark IV”), Dayco Products, LLC (the “US Borrower”), Dayco Canada Corp, each of the direct and indirect subsidiaries of Parent signatory thereto, the Lenders, the Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, and JPMorgan Chase Bank, N.A. and Wachovia Bank, National Association as Joint Collateral Agents.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, Parent, Holdings, Mark IV, the US Borrower and each of the other subsidiaries of Parent party thereto executed and delivered a Pledge and Security Agreement, dated as of November 13, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Mark IV IVHS, Inc., Luminator Holding L.P., NRD, LLC (“NRD”), the US Borrower and Mark IV (collectively, the “Grantors”) executed and delivered a Grant of Security Interest in Trademarks, dated as of November 13, 2009 (the “Trademark Security Agreement”), in favor of the Agent on behalf of and for the ratable benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 20, 2009, at Reel 4100 and Frame 0341;

WHEREAS, pursuant to an Equity Interest Purchase Agreement, dated as of July 17, 2012, among Mark IV, NRD and NRD Holdings LLC, the equity interests of NRD been transferred in a transaction permitted by Section 6.5 of the Credit Agreement at the time of such transfer; and

WHEREAS, pursuant to Section 10.15 of the Credit Agreement, the Agent’s liens on, and security interests in, the assets of NRD, including the Trademark Collateral (as hereinafter defined) have been automatically and unconditionally released upon the transfer of the equity interests of NRD.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of NRD's right, title and interest in, to and under the following: (i) all United States and Canadian trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, all common-law rights related thereto, including without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

2. Release of Security Interest. The Agent hereby irrevocably, unconditionally and fully terminates, releases and discharges all of its security interest in the Trademark Collateral, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to NRD. This Agreement does not terminate, release or discharge the Agent's security interest in any Intellectual Property of any Grantor other than the Trademark Collateral and Intellectual Property of NRD.

3. Recordation. The Agent hereby authorizes NRD or NRD's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office, and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.

4. The Agent hereby agrees, at Parent's sole cost and expense, to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and instruments as may be reasonably requested by Parent or NRD to evidence the guaranty and collateral releases contemplated hereby as required by Section 10.15 of the Credit Agreement.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as US
Collateral Agent and Administrative Agent

By: Robert P. Kellas

Name: Robert P. Kellas

Title: Executive Director

Schedule A

U.S. Trademarks and Trademark Applications of NRD, LLC

Title	App./Reg. No.
FIREFLY AND DESIGN	3,380,634
FIREFLY	3,368,323
STATICMASTER	1,383,196
NEUTRALIZER	3,474,210
SIMPLY NEUTRAL	3,031,575
NRD AND DESIGN	3,034,555
NRD	3,010,900
NUCLESTAT	943,563